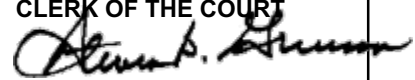


EXHIBIT 1

EXHIBIT 1

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Steven D. Grierson
CLERK OF THE COURT



COMP
NEAL K. HYMAN, ESQ.
Nevada State Bar No. 5998
LAW OFFICES OF NEAL HYMAN
9480 S. Eastern Avenue, Suite 224
Las Vegas, NV 89123
Telephone: 702 477-0042
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neal@nealhyman.com
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Attorneys for Plaintiff

CASE NO: A-23-878791-C
Department 14

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

RICKEY OLIVER LOFTON, JR., an individual,)	COMPLAINT
)	
Plaintiff,)	CASE NO.: _____
)	DEPT. NO.: _____
vs.)	
)	
TESLA, INC., a Delaware corporation; DOE)	
INDIVIDUALS 1-10 and ROE BUSINESS OR)	
GOVERNMENTAL ENTITIES 1-10, inclusive,)	
)	
Defendants.)	

COMES NOW, Plaintiff, RICKEY OLIVER LOFTON, JR., by and through his counsel,
NEAL K. HYMAN, ESQ. and LAW OFFICES OF NEAL HYMAN, and hereby complains and
alleges as follows:

I. PARTIES

1. Plaintiff, RICKEY OLIVER LOFTON, JR. ("Plaintiff"), is and was, at all relevant
times herein, a resident of Clark County, State of Nevada.

2. Plaintiff is informed, believes and thereon alleges that Defendant TESLA, INC., was
and is a Delaware corporation formed and existing under the laws of the State of Delaware, and
conducting substantial and continuous business in the County of Clark, State of Nevada, and it
maintains offices in Clark County, Nevada.

///

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3. Defendant TESLA, INC.; DOE INDIVIDUALS 1-10 and/or ROE BUSINESS AND/OR GOVERNMENTAL ENTITIES 1-10, inclusive, are collectively and hereinafter referred to as “Defendant” or “Tesla.”

4. That the true names and capacities, whether individual, corporate, associate, or otherwise of Defendant DOE INDIVIDUALS 1-10 and/or ROE BUSINESS AND/OR GOVERNMENTAL ENTITIES 1-10, inclusive, are unknown to Plaintiff who, therefore, sues said Defendants by such fictitious names. Plaintiff is informed and believes and thereupon alleges, that the Defendants designated herein as a DOE and/or ROE CORPORATION, are any one of the following:

A Parties responsible in some manner for the events and happenings herein referred to, and in some manner caused the injuries and damages proximately thereby to Plaintiff as herein alleged;

B. Parties that were the agents, servants, employees, representatives, subcontractors, independent contractors, officers, owners, managers, officers, subsidiaries, parent companies and/or contractors of the Defendant, each of them acting within the course and scope of their agency, employment, or contract;

C. Parties that hired, screened, trained or supervised or managed employees of Defendants (due to NRCP 11, all potentially responsible parties have not been named herein, but Plaintiff reserves his right to seek leave to amend this Complaint to name them at a later date once facts and evidence are obtained);

D. Parties that employed Plaintiff and/or employees/agents of Defendants; and/or

E. Parties that have assumed or retained the liabilities of any of the Defendants by virtue of an agreement, sale, transfer, or otherwise.

Plaintiff specifically complains and alleges a cause of action against the specific entity, persons or entities, that owned, leased, managed, employed, supervised, insured, operated, financed, or secured Defendants herein and more fully described herein below. However, as of the filing of this Complaint, Plaintiff is not sure as to whether those entities are individuals, a partnership, a limited partnership, a corporation, an association of individuals and business, a company, or some

other form of business ownership. When the same have been ascertained by Plaintiff, together with the appropriate charging allegations, Plaintiff will ask leave of this Court to amend this Complaint to insert the true names and capacities of said Defendants, DOE INDIVIDUALS 1-10 and/or ROE BUSINESS AND/OR GOVERNMENTAL ENTITIES 1-10, inclusive and join such Defendants in this action.

5. That at all time mentioned in this Complaint, Defendants, and each of them, were the agents, servants, partners, independent contractors, representatives or employees of each and every other Defendant; were acting within the course and scope of their agency, partnership and employment; were acting severally or jointly; and/or were acting in concert with each other and as joint tortfeasors.

II. JURISDICTION AND VENUE

6. Plaintiff repeats and realleges the allegations set forth above as if fully set forth at this point and incorporate them herein by this reference.

7. The Eighth Judicial District Court has jurisdiction over this action as the amount in controversy exceed \$15,000.00, Plaintiff is a resident of Clark County, Nevada, Defendant has local offices in Clark County, Nevada, and does substantial business there. Further, the contract/agreement was negotiated and entered into in Clark County, Nevada, and was performed, or to be performed, in Clark County, Nevada. Venue is proper in the Eighth Judicial District Court.

III. GENERAL ALLEGATIONS

8. Plaintiff repeats and realleges the allegations set forth above as if fully set forth at this point and incorporate them herein by this reference.

9. Defendants recruited Plaintiff in 2020, and had him terminate employment with Nevada Energy so he could work for Tesla, and he would receive valuable stock periodically. After he gave his notice at Nevada Energy, Tesla (through Nicole Miles) informed Plaintiff he would not be hired as the employment offer was rescinded (he was not eligible for Covid unemployment benefits). This occurred during the Covid pandemic. He was later recruited (in September 2020) again and hired, and was promised more stock. Due to Plaintiff's prior experience and background with Nevada Energy and other places of employment, he was offered higher salary and more

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1 stock/benefits.

2 10. By February of 2021, Plaintiff was number one for his team in energy with 57 solar
 3 sales per month. On March 15, 2021, he was offered to switch over to Tesla vehicle sales while the
 4 rest of the Tesla energy team was being forced to relocate to Utah. Six members on Plaintiff's team
 5 were weeks away from being paid out on their stock. Those unwilling to relocate were forced to take
 6 severance. Plaintiff had not officially accepted a position with auto sales and was offered the
 7 relocation paperwork for Utah. His manager (Sal Martinez) was working to ensure he would be able
 8 to stay in Las Vegas (Plaintiff's desire). At the time, he was still on the energy side of Tesla and was
 9 told to continue working until his transfer went through.

10 11. Plaintiff's manager (Sal Martinez) wrote on his behalf:

11 Rick has been on my team since September of 2020 as inside sales advisor. His
 12 growth over that period has been exceptional and should be noticed and commended.
 13 He's grown into one of our top order producers since the beginning of 2021. Day to
 14 day, Rick displays incredible enthusiasm, positivity, and most importantly a strong
 15 work ethic which shows as a strong example to his teammates.

16 12. On October 13, 2021, Plaintiff was terminated (along with others) just days prior to
 17 paying him stock. When hired, Plaintiff was promised stock after one year of employment, but Tesla
 18 erroneously pushed back his stock vesting date. He was hired September 28, 2020, and was given
 19 stock in lieu of solar sales commissions. His stock vesting date was erroneously recorded later than
 20 his actual (annual) vesting date. His actual stock vesting date was September 28, 2021. As such,
 21 his first year of stock options should have been paid out on the date of his termination, which was
 22 October 13, 2021 (past his one year anniversary date). This means Plaintiff's stock options were
 23 vested when he was wrongfully terminated. Plaintiff is informed and believes and thereon alleges
 24 this was done so Tesla could avoid paying him and others stock options/benefits/salaries, etc. as
 25 promised. Plaintiff was suspiciously terminated just days before the erroneous vesting date lapsed.
 26 Plaintiff's correct stock vesting date was September 28, 2021 (he was terminated October 13, 2021).
 27 The value of the vested stock on October 13, 2021, was \$30,009.96.

28 13. Plaintiff tried to resolve this dispute with Tesla, and letters were sent to Human
 Resources and Elon Musk. His E-Trade account, which should have had \$30,009.96 worth of stock
 in it, showed no stock/funds (they were summarily deleted). Due to this suspicious behavior,

Plaintiff requested a copy of all documentation related to his employment with Tesla, including but not limited to: all employment records, all termination records, copies of all retirement related documents (stocks/funds in his E-Trade account), his performance records, his sales records, his wage/compensation/benefits records, etc. Plaintiff asked that the deleted funds/stocks (\$30,009.96 worth) be restored to his E-Trade account. The stocks were not returned, nor was he given the employment records requested. Defendant engaged in conversion.

14. Tesla made major misrepresentations to Plaintiff about stocks and when they vest, Tesla applied an erroneous vesting date and terminated Plaintiff just days before it lapsed and the vested stock (valued at \$30,009.96) was improperly deleted from his E-Trade account.

15. That the aforementioned conduct, acts and/or omissions of Defendants by their employees, agents or independent contractors, were committed while in an agency, ostensible agency, employ, joint venture, partnership or assignment and, therefore, Defendants are vicariously, contractually, statutorily (see NRS 41.130), or otherwise responsible for the acts, conduct and omissions of Defendants' employees, agents or independent contractors, and each of them.

16. At all relevant times herein, all of Plaintiff's claims and causes of action were brought within the applicable statutes of limitation.

17. As a proximate result of Defendants' actions and conduct, Plaintiff has sustained damages in excess of \$15,000.00, including but not limited to: lost employment, lost income, lost wages, lost economic advantage, lost business opportunities, lost benefits, lost seniority, lost earning capacity, lost stock/stock options and lost bonuses/promotions.

18. As a proximate result of Defendants' actions and conduct, Plaintiff has suffered injuries, including but not limited to: emotional distress, mental anguish, lost sleep, stress, anxiety and other types of emotional injury.

19. As a proximate result Defendants' actions and conduct, Plaintiff has been forced to secure inferior employment, for less pay and benefits, with less satisfaction and sense of accomplishment, with work assignments and tasks which require more physical and mental stress.

20. The acts, conduct or omissions as alleged herein constitute intentional, knowing, willful, oppressive, reckless or malicious acts/omissions by Defendants, such as to constitute

despicable conduct, or oppression, fraud, conscious disregard or malice and such conduct legally entitling Plaintiff to recover an award of punitive damages.

21. That Plaintiff has secured the services of LAW OFFICES OF NEAL HYMAN in order to prosecute this action and Plaintiff is entitled to reasonable attorney's fees and costs incurred and prejudgment interest.

22. That as a direct result and proximate result of the aforesaid conduct of Defendants, Plaintiff has incurred all of the injuries and damages as alleged herein.

23. Plaintiff incorporates by reference, as if set forth herein, the particular statement of damages described in the prayer for relief.

IV. FIRST CLAIM FOR RELIEF

(Breach of Employment Contract/Agreement)

24. Plaintiff repeats and realleges the allegations set forth above as if fully set forth at this point and incorporate them herein by this reference.

25. Defendants recruited Plaintiff in 2020, and had him terminate employment with Nevada Energy so he could work for Tesla, and he would receive valuable stock periodically. After he gave his notice at Nevada Energy, Tesla (through Nicole Miles) informed Plaintiff he would not be hired as the employment offer was rescinded (he was not eligible for Covid unemployment benefits). This occurred during the Covid pandemic. He was later recruited (in September 2020) again and hired, and was promised more stock. Due to Plaintiff's prior experience and background with Nevada Energy and other places of employment, he was offered higher salary and more stock/benefits.

26. By February of 2021, Plaintiff was number one for his team in energy with 57 solar sales per month. On March 15, 2021, he was offered to switch over to Tesla vehicle sales while the rest of the Tesla energy team was being forced to relocate to Utah. Six members on Plaintiff's team were weeks away from being paid out on their stock. Those unwilling to relocate were forced to take severance. Plaintiff had not officially accepted a position with auto sales and was offered the relocation paperwork for Utah. His manager (Sal Martinez) was working to ensure he would be able to stay in Las Vegas (Plaintiff's desire). At the time, he was still on the energy side of Tesla and was

1 told to continue working until his transfer went through.

2 27. Plaintiff's manager (Sal Martinez) wrote on his behalf:

3 Rick has been on my team since September of 2020 as inside sales advisor. His
4 growth over that period has been exceptional and should be noticed and commended.
5 He's grown into one of our top order producers since the beginning of 2021. Day to
6 day, Rick displays incredible enthusiasm, positivity, and most importantly a strong
7 work ethic which shows as a strong example to his teammates.

8 28. On October 13, 2021, Plaintiff was terminated (along with others) just days prior to
9 paying him stock. When hired, Plaintiff was promised stock after one year of employment, but Tesla
10 erroneously pushed back his stock vesting date. He was hired September 28, 2020, and was given
11 stock in lieu of solar sales commissions. His stock vesting date was erroneously recorded later than
12 his actual (annual) vesting date. His actual stock vesting date was September 28, 2021. As such,
13 his first year of stock options should have been paid out on the date of his termination, which was
14 October 13, 2021 (past his one year anniversary date). This means Plaintiff's stock options were
15 vested when he was wrongfully terminated. Plaintiff is informed and believes and thereon alleges
16 this was done so Tesla could avoid paying him and others stock options/benefits/salaries, etc. as
17 promised. Plaintiff was suspiciously terminated just days before the erroneous vesting date lapsed.
18 Plaintiff's correct stock vesting date was September 28, 2021 (he was terminated October 13, 2021).
19 The value of the vested stock on October 13, 2021, was \$30,009.96.

20 29. Plaintiff tried to resolve this dispute with Tesla, and letters were sent to Human
21 Resources and Elon Musk. His E-Trade account, which should have had \$30,009.96 worth of stock
22 in it, showed no stock/funds (they were summarily deleted). Due to this suspicious behavior,
23 Plaintiff requested a copy of all documentation related to his employment with Tesla, including but
24 not limited to: all employment records, all termination records, copies of all retirement related
25 documents (stocks/funds in his E-Trade account), his performance records, his sales records, his
26 wage/compensation/benefits records, etc. Plaintiff asked that the deleted funds/stocks (\$30,009.96
27 worth) be restored to his E-Trade account. The stocks were not returned, nor was he given the
28 employment records requested. Defendant engaged in conversion.

30. Tesla made major misrepresentations to Plaintiff about stocks and when they vest,
Tesla applied an erroneous vesting date and terminated Plaintiff just before it lapsed and the vested

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stock (valued at \$30,009.96) was improperly deleted from his E-Trade account.

31. As a proximate result of the breach, Plaintiff has sustained damages in excess of \$15,000.00, including but not limited to: lost employment, lost income, lost wages, lost economic advantage, lost business opportunities, lost stocks/stock options, lost benefits, lost earning capacity, lost seniority, and lost bonuses/promotions.

32. As a proximate result of Defendant's breach, Plaintiff has suffered injuries, including but not limited to: emotional distress, mental anguish, lost sleep, headaches, stress, panic attacks, depression, anxiety and other types of emotional or physical injury.

33. As a proximate result of the breach, Plaintiff has been forced to secure inferior employment, for less pay and benefits, with less satisfaction and sense of accomplishment, with work assignments and tasks which require more physical and mental stress.

34. The acts, conduct or omissions as alleged herein constitute intentional, knowing, willful, oppressive, reckless or malicious acts/omissions by Defendants, such as to constitute despicable conduct, or oppression, fraud, conscious disregard or malice and such conduct legally entitling Plaintiff to recover an award of punitive damages.

35. That Plaintiff has secured the services of LAW OFFICES OF NEAL HYMAN in order to prosecute this action and Plaintiff is entitled to reasonable attorney's fees and costs incurred and prejudgment interest.

36. That as a direct result and proximate result of the aforesaid conduct of Defendants, Plaintiff has incurred all of the injuries and damages as alleged herein.

37. Plaintiff incorporates by reference, as if set forth herein, the particular statement of damages described in the prayer for relief.

V. SECOND CLAIM FOR RELIEF

(Wrongful Termination)

38. Plaintiff repeats and realleges the allegations set forth above as if fully set forth at this point and incorporate them herein by this reference.

39. Defendants recruited Plaintiff in 2020, and had him terminate employment with Nevada Energy so he could work for Tesla, and he would receive valuable stock periodically. After

1 he gave his notice at Nevada Energy, Tesla (through Nicole Miles) informed Plaintiff he would not
2 be hired as the employment offer was rescinded (he was not eligible for Covid unemployment
3 benefits). This occurred during the Covid pandemic. He was later recruited (in September 2020)
4 again and hired, and was promised more stock. Due to Plaintiff's prior experience and background
5 with Nevada Energy and other places of employment, he was offered higher salary and more
6 stock/benefits.

7 40. By February of 2021, Plaintiff was number one for his team in energy with 57 solar
8 sales per month. On March 15, 2021, he was offered to switch over to Tesla vehicle sales while the
9 rest of the Tesla energy team was being forced to relocate to Utah. Six members on Plaintiff's team
10 were weeks away from being paid out on their stock. Those unwilling to relocate were forced to take
11 severance. Plaintiff had not officially accepted a position with auto sales and was offered the
12 relocation paperwork for Utah. His manager (Sal Martinez) was working to ensure he would be able
13 to stay in Las Vegas (Plaintiff's desire). At the time, he was still on the energy side of Tesla and was
14 told to continue working until his transfer went through.

15 41. Plaintiff's manager (Sal Martinez) wrote on his behalf:

16 Rick has been on my team since September of 2020 as inside sales advisor. His
17 growth over that period has been exceptional and should be noticed and commended.
18 He's grown into one of our top order producers since the beginning of 2021. Day to
19 day, Rick displays incredible enthusiasm, positivity, and most importantly a strong
20 work ethic which shows as a strong example to his teammates.

21 42. On October 13, 2021, Plaintiff was wrongfully terminated (along with others) without
22 justification, cause or reason, just days prior to paying him stock. When hired, Plaintiff was
23 promised stock after one year of employment, but Tesla erroneously pushed back his stock vesting
24 date. He was hired September 28, 2020, and was given stock in lieu of solar sales commissions. His
25 stock vesting date was erroneously recorded later than his actual (annual) vesting date. His actual
26 stock vesting date was September 28, 2021. As such, his first year of stock options should have been
27 paid out on the date of his termination, which was October 13, 2021 (past his one year anniversary
28 date). This means Plaintiff's stock options were vested when he was wrongfully terminated.
Plaintiff is informed and believes and thereon alleges this was done so Tesla could avoid paying him
and others stock options/benefits/salaries, etc. as promised. Plaintiff was suspiciously terminated

1 just days before the erroneous vesting date lapsed. Plaintiff's correct stock vesting date was
2 September 28, 2021 (he was terminated October 13, 2021). The value of the vested stock on
3 October 13, 2021, was \$30,009.96.

4 43. Plaintiff tried to resolve this dispute with Tesla, and letters were sent to Human
5 Resources and Elon Musk. His E-Trade account, which should have had \$30,009.96 worth of stock
6 in it, showed no stock/funds (they were summarily deleted). Due to this suspicious behavior,
7 Plaintiff requested a copy of all documentation related to his employment with Tesla, including but
8 not limited to: all employment records, all termination records, copies of all retirement related
9 documents (stocks/funds in his E-Trade account), his performance records, his sales records, his
10 wage/compensation/benefits records, etc. Plaintiff asked that the deleted funds/stocks (\$30,009.96
11 worth) be restored to his E-Trade account. The stocks were not returned, nor was he given the
12 employment records requested. Defendant engaged in conversion.

13 44. Tesla made major misrepresentations to Plaintiff about stocks and when they vest,
14 Tesla applied an erroneous vesting date and terminated Plaintiff just before it lapsed and the vested
15 stock (valued at \$30,009.96) was improperly deleted from his E-Trade account.

16 45. As a proximate result of the wrongful discharge, Plaintiff has sustained damages in
17 excess of \$15,000.00, including but not limited to: lost employment, lost income, lost wages, lost
18 economic advantage, lost business opportunities, lost stock/stock options, lost benefits, lost seniority,
19 and lost bonuses/promotions.

20 46. As a proximate result of the wrongful discharge, Plaintiff has suffered injuries,
21 including but not limited to: emotional distress, mental anguish, stress, anxiety and other types of
22 emotional or physical injury.

23 47. As a proximate result of the wrongful discharge, Plaintiff has been forced to secure
24 inferior employment, for less pay and benefits, with less satisfaction and sense of accomplishment,
25 with work assignments and tasks which require more physical and mental stress.

26 48. The acts, conduct or omissions as alleged herein constitute intentional, knowing,
27 willful, oppressive, reckless or malicious acts/omissions by Defendants, such as to constitute
28 despicable conduct, or oppression, fraud, conscious disregard or malice and such conduct legally

entitling Plaintiff to recover an award of punitive damages.

49. That Plaintiff has secured the services of LAW OFFICES OF NEAL HYMAN in order to prosecute this action and Plaintiff is entitled to reasonable attorney's fees and costs incurred and prejudgment interest.

50. That as a direct result and proximate result of the aforesaid conduct of Defendants, Plaintiff has incurred all of the injuries and damages as alleged herein.

51. Plaintiff incorporates by reference, as if set forth herein, the particular statement of damages described in the prayer for relief.

VI. THIRD CLAIM FOR RELIEF

(Breach of Covenant of Good Faith and Fair Dealing)

52. Plaintiff repeats and realleges the allegations set forth above as if fully set forth at this point and incorporate them herein by this reference.

53. Plaintiff was employed by Defendants from September 28, 2020, to October 13, 2021, when he was terminated just before stock option rights would vest (on September 28, 2021). In fact, those stock option rights had vested before the alleged vesting date, which was improperly pushed back or set by Defendants.

54. Defendants owed a duty of good faith and fair dealing to Plaintiff arising from the employment contract, which is implied in all contracts/agreements.

55. Defendants unfairly interfered in bad faith with Plaintiff's right to receive the benefits of his employment contract, mainly stock/stock options.

56. As a proximate result of the breach of covenant of good faith and fair dealing, Plaintiff has sustained damages in excess of \$15,000.00, including but not limited to: lost employment, lost income, lost wages, lost economic advantage, lost business opportunities, lost benefits, lost earning capacity, lost seniority, lost stock/stock options and lost bonuses/promotions.

57. As a proximate result of the breach of covenant of good faith and fair dealing, Plaintiff has suffered injuries, including but not limited to: emotional distress, mental anguish, stress, anxiety and other types of emotional injury.

///

58. As a proximate result of the breach of covenant of good faith and fair dealing, Plaintiff has been forced to secure inferior employment, for less pay and benefits, with less satisfaction and sense of accomplishment, with work assignments and tasks which require more physical and mental stress.

59. The acts, conduct or omissions as alleged herein constitute intentional, knowing, willful, oppressive, reckless or malicious acts/omissions by Defendants, such as to constitute despicable conduct, or oppression, fraud, conscious disregard or malice and such conduct legally entitling Plaintiff to recover an award of punitive damages.

60. That Plaintiff has secured the services of LAW OFFICES OF NEAL HYMAN in order to prosecute this action and Plaintiff is entitled to reasonable attorney's fees and costs incurred and prejudgment interest.

61. That as a direct result and proximate result of the aforesaid negligence or tortious conduct of Defendants, Plaintiff has incurred all of the injuries and damages as alleged herein in excess of \$15,000.00.

62. Plaintiff incorporates by reference, as if set forth herein, the particular statement of damages described in the prayer for relief.

VII. FOURTH CLAIM FOR RELIEF

(Conversion)

63. Plaintiff repeats and realleges the allegations set forth above as if fully set forth at this point and incorporate them herein by this reference.

64. Plaintiff tried to resolve this dispute with Tesla, and letters were sent to Human Resources and Elon Musk. His E-Trade account, which should have had \$30,009.96 worth of stock in it, showed no stock/funds (they were summarily deleted). Due to this suspicious behavior, Plaintiff requested a copy of all documentation related to his employment with Tesla, including but not limited to: all employment records, all termination records, copies of all retirement related documents (stocks/funds in his E-Trade account), his performance records, his sales records, his wage/compensation/benefits records, etc. Plaintiff asked that the deleted funds/stocks (\$30,009.96 worth) be restored to his E-Trade account. The stocks were not returned (they were stolen), nor was

1 he given the employment records requested. Defendant engaged in conversion.

2 65. Tesla made major misrepresentations to Plaintiff about stocks and when they vest,
3 Tesla applied an erroneous vesting date and terminated Plaintiff just before it lapsed and the vested
4 stock (valued at \$30,009.96) was improperly deleted from his E-Trade account.

5 66. Defendant committed a distinct act of dominion wrongfully exerted over Plaintiff's
6 personal property (\$30,009.96).

7 67. The act was in denial of, or inconsistent with, Plaintiff title or rights therein.

8 68. The act was in derogation, exclusion, or defiance of Plaintiff's title or rights in the
9 personal property.

10 69. The acts, conduct or omissions as alleged herein constitute intentional, knowing,
11 willful, oppressive, reckless or malicious acts/omissions by Defendants, such as to constitute
12 despicable conduct, or oppression, fraud, conscious disregard or malice and such conduct legally
13 entitling Plaintiff to recover an award of punitive damages.

14 70. That Plaintiff has secured the services of LAW OFFICES OF NEAL HYMAN in order
15 to prosecute this action and Plaintiff is entitled to reasonable attorney's fees and costs incurred and
16 prejudgment interest.

17 71. That as a direct result and proximate result of the aforesaid negligence or tortious
18 conduct of Defendants, Plaintiff has incurred all of the injuries and damages as alleged herein in
19 excess of \$15,000.00.

20 72. Plaintiff incorporates by reference, as if set forth herein, the particular statement of
21 damages described in the prayer for relief.

22 **VIII. FIFTH CLAIM FOR RELIEF**

23 **(Promissory Estoppel)**

24 73. Plaintiff repeats and realleges the allegations set forth above as if fully set forth at this
25 point and incorporate them herein by this reference.

26 74. Plaintiff tried to resolve this dispute with Tesla, and letters were sent to Human
27 Resources and Elon Musk. His E-Trade account, which should have had \$30,009.96 worth of stock
28 in it, showed no stock/funds (they were summarily deleted). Due to this suspicious behavior,

1 Plaintiff requested a copy of all documentation related to his employment with Tesla, including but
 2 not limited to: all employment records, all termination records, copies of all retirement related
 3 documents (stocks/funds in his E-Trade account), his performance records, his sales records, his
 4 wage/compensation/benefits records, etc. Plaintiff asked that the deleted funds/stocks (\$30,009.96
 5 worth) be restored to his E-Trade account. The stocks were not returned, nor was he given the
 6 employment records requested.

7 75. Tesla made promises to Plaintiff about stocks and when they vest, Tesla applied an
 8 erroneous vesting date and terminated Plaintiff just before it lapsed and the vested stock (valued at
 9 \$30,009.96) was improperly deleted from his E-Trade account.

10 76. Defendant was apprised of the true facts, i.e., that Plaintiff's employment included
 11 vested stocks/stock options (\$30,009.96), which it denied payment of to Plaintiff.

12 77. Defendant intended that its conduct (promise of stocks/stock options - \$30,009.96 in
 13 exchange for Plaintiff's loyal employment for one year) be acted upon, or acted so that Plaintiff
 14 believed it was so intended.

15 78. Plaintiff was ignorant of the true state of facts, i.e., that he was not vested in
 16 stocks/stock options (\$30,009.96).

17 79. Plaintiff relied to his detriment on the conduct of Defendant.

18 80. The acts, conduct or omissions as alleged herein constitute intentional, knowing,
 19 willful, oppressive, reckless or malicious acts/omissions by Defendants, such as to constitute
 20 despicable conduct, or oppression, fraud, conscious disregard or malice and such conduct legally
 21 entitling Plaintiff to recover an award of punitive damages.

22 81. That Plaintiff has secured the services of LAW OFFICES OF NEAL HYMAN in order
 23 to prosecute this action and Plaintiff is entitled to reasonable attorney's fees and costs incurred and
 24 prejudgment interest.

25 82. That as a direct result and proximate result of the aforesaid conduct of Defendants,
 26 Plaintiff has incurred all of the injuries and damages as alleged herein in excess of \$15,000.00.

27 83. Plaintiff incorporates by reference, as if set forth herein, the particular statement of
 28 damages described in the prayer for relief.

IX SIXTH CLAIM FOR RELIEF

(Unjust Enrichment / Quantum Meruit)

84. Plaintiff repeats and realleges the allegations set forth above as if fully set forth at this point and incorporate them herein by this reference.

85. Plaintiff conferred a benefit on Defendant by working for it with the understanding he would be vested in stocks/stock options (\$30,009.96) after a one year period, which he met.

86. Defendant appreciated said benefit.

87. Defendant accepted and retained said benefit under circumstances such that it would be inequitable for it to retain the benefit without payment of the value thereof.

88. Plaintiff seeks quantum merit, e.g., \$30,009,96+.

89. Due to the wrongful termination, Plaintiff would have earned more stocks/stock options and/or benefits, compensation, wages, commissions/bonuses, etc.

90. The acts, conduct or omissions as alleged herein constitute intentional, knowing, willful, oppressive, reckless or malicious acts/omissions by Defendants, such as to constitute despicable conduct, or oppression, fraud, conscious disregard or malice and such conduct legally entitling Plaintiff to recover an award of punitive damages.

91. That Plaintiff has secured the services of LAW OFFICES OF NEAL HYMAN in order to prosecute this action and Plaintiff is entitled to reasonable attorney's fees and costs incurred and prejudgment interest.

92. That as a direct result and proximate result of the aforesaid negligence or tortious conduct of Defendants, Plaintiff has incurred all of the injuries and damages as alleged herein.

93. Plaintiff incorporates by reference, as if set forth herein, the particular statement of damages described in the prayer for relief.

PRAYER FOR RELIEF

94. Plaintiff repeats and realleges the allegations set forth above as if fully set forth at this point and incorporate them herein by this reference.

WHEREFORE, Plaintiff alleges as damages caused by the conduct of Defendants as set forth in the Claims for Relief, and pray for damages and other relief against Defendants, as follows:

